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2. CONTRACT NO.		3. AWARD/EFFE		R NUMBER			TION NUMBER -03-T-0008		S. SOLICITAT	ION ISSUE DA	ΙΤΕ
7. FOR SOLICITATION	l	a. NAME					NE NUMBER (No Coll	-		E DATE/LOCA	L TIME
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27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIV FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONA TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. 30a. SIGNATURE OF OFFEROR/CONTRACTOR				JRN <u>0</u> COI LIVER ALL ITEN NAL SHEETS SU	PIES 29 MS SET JBJECT	. AWARD OI OFFER DAT (BLOCK 5), SET FORTH	F CONTRACT: REF	ERENCE OUR OFFE ADDITIONS PTED AS T	R ON SOL OR CHAN O ITEMS:	ICITATION IGES WHIC	H ARE
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Section SF 30 - BLOCK 14 CONTINUATION PAGE

STATEMENT OF WORK

CONTRACT SPECIFICATIONS (Scope of Work)

Custodial Services for the Wyoming Valley Project Office, 61 Water Street, Wilkes-Barre, PA for a period of one (1) year from the date of the contract (with option to renew for three (3) additional years). Payments will be made on a monthly basis.

Office has approximately 2,000 SF total (1^{st} and 2^{nd} floors). Cleaning services to be performed during regular office hours (8:00 a.m. – 4:30 p.m.).

Supplies **NOT** to be furnished by the Contractor: Toilet Tissue, Hand Towels, Soap, and Wastebasket Liners.

On Each Scheduled Visit to the Office (Three times per week, preferably Mon, Wed, and Fri):

- 1. Vacuum all carpeted floors and sweep and mop all tiled floors.
- 2. Dust all areas (surfaces of desks, tables, conference room table, cabinets, bookcases, etc.).
- 3. Empty waste baskets (approximately 12-14 wastebaskets).
- 4. Scrub and clean kitchen area (sink, counters, fixtures, etc.).
- 5. Scrub and disinfect bathroom (toilet, sink, counters, fixtures, etc.).

Once Weekly (On first scheduled visit each week):

- 1. Completely dust office area (tops of files, ledges, baseboards, stair rails, door louvers, trim, etc.).
- 2. Dust all window sills.
- 3. Dust and/or clean all telephones.
- 4. Dust and/or clean all pictures frames.

Once Monthly (On last scheduled visit each month):

- 1. Dust all venetian blinds.
- 2. Dust all light fixtures.

Additional Services (Twice per year):

- 1. Clean windows, inside and outside (May and September).
- 2. Shampoo carpeting (spot cleaning around fixtures/furniture, possibly on a Saturday).
- 3. Strip and wax all tiled and linoleum floors (kitchen, QA area, and 2 bathrooms).

WAGE & DETERMINATIONS FY 03

WAGE DETERMINATION DECISION OF THE SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Service Contract Act of 1965 (29 CFR 4) of the General Provisions:

Decision No. 94-2453 (Rev. 17) dated 29 May 2002

State(s): Pennsylvania

Areas: Pennsylvania COUNTIES OF Bradford, Carbon, Columbia,

Lackawanna, Luzerne, Lycoming, Monroe, Pike, Schuylkill, Sullivan, Susquehanna, Tioga, Wayne,

Wyoming

WAGE DETERMINATION NO: 94-2453 REV (17) AREA: PA, SCRANTON

WAGE DETERMINATION NO: 94-2453 REV (17) AREA: PA,SCRANTON

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

| Wage Determination No.: 1994-2453

William W.Gross Division of Revision No.: 17

Director Wage Determinations Date Of Last Revision: 05/29/2002

State: Pennsylvania

Area: Pennsylvania Counties of Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe, Pike, Schuylkill, Sullivan, Susquehanna, Tioga, Wayne, Wyoming

Fringe Benefits Required Follow the Occupational	Listing
OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	8.93
Accounting Clerk II	11.11
Accounting Clerk III	12.76
Accounting Clerk IV	14.33
Court Reporter	11.24
Dispatcher, Motor Vehicle	10.02
Document Preparation Clerk	10.10
Duplicating Machine Operator	10.10
Film/Tape Librarian	9.87
General Clerk I	8.29
General Clerk II	10.66
General Clerk III	11.63

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Consumal Claude TV	14 72
General Clerk IV	14.73
Housing Referral Assistant	13.63 8.76
Key Entry Operator I	10.29
Key Entry Operator II	8.41
Messenger (Courier) Order Clerk I	
	11.07
Order Clerk II	14.16 9.27
Personnel Assistant (Employment) I	11.74
Personnel Assistant (Employment) II	12.97
Personnel Assistant (Employment) III Personnel Assistant (Employment) IV	14.66
Production Control Clerk	14.05
Rental Clerk	8.97
Scheduler, Maintenance	9.93
Secretary I	9.93
Secretary II	11.31
Secretary III	13.63
Secretary IV	14.86
Secretary V	16.49
Service Order Dispatcher	10.01
Stenographer I	9.44
Stenographer II	11.01
Supply Technician	13.25
Survey Worker (Interviewer)	10.22
Switchboard Operator-Receptionist	8.62
Test Examiner	11.31
Test Proctor	11.31
Travel Clerk I	9.77
Travel Clerk II	10.24
Travel Clerk III	10.93
Word Processor I	8.77
Word Processor II	10.95
Word Processor III	12.25
Automatic Data Processing Occupations	12.23
Computer Data Librarian	10.81
Computer Operator I	11.25
Computer Operator II	12.65
Computer Operator III	15.27
Computer Operator IV	15.92
Computer Operator V	17.66
Computer Programmer I (1)	12.85
Computer Programmer II (1)	15.60
Computer Programmer III (1)	19.36
Computer Programmer IV (1)	23.19
Computer Systems Analyst I (1)	21.91
Computer Systems Analyst II (1)	25.63
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	12.43
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	14.23
Automotive Glass Installer	13.29
Automotive Worker	13.29
Electrician, Automotive	13.81
Mobile Equipment Servicer	12.41
Motor Equipment Metal Mechanic	14.23
Motor Equipment Metal Worker	13.29

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Motor Vehicle Mechanic	14.23
Motor Vehicle Mechanic Helper	11.95
Motor Vehicle Upholstery Worker	12.85
Motor Vehicle Wrecker	13.29
Painter, Automotive	13.81
Radiator Repair Specialist	13.30
Tire Repairer	11.99
Transmission Repair Specialist	14.23
Food Preparation and Service Occupations	
Baker	10.12
Cook I	9.47
Cook II	10.12
Dishwasher	8.09
Food Service Worker	8.09
Meat Cutter	10.12
Waiter/Waitress	8.41
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	13.81
Furniture Handler	12.58
Furniture Refinisher	15.19
Furniture Refinisher Helper	13.15
Furniture Repairer, Minor	14.09
Upholsterer	13.81
General Services and Support Occupations	
Cleaner, Vehicles	8.28
Elevator Operator	8.83
Gardener	9.88
House Keeping Aid I	7.77
House Keeping Aid II	8.83
Janitor	8.83
Laborer, Grounds Maintenance	8.95
Maid or Houseman	7.77
Pest Controller	10.28
Refuse Collector	9.28
Tractor Operator	9.65
Window Cleaner	9.64
Health Occupations	9.04
Dental Assistant	11.48
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.48
Licensed Practical Nurse I	11.56
Licensed Practical Nurse II	12.98
Licensed Practical Nurse III	12.98
Medical Assistant	10.27
Medical Laboratory Technician	12.98
Medical Record Clerk	10.26
Medical Record Technician	14.22
Nursing Assistant I	8.12
Nursing Assistant II	9.13
Nursing Assistant III	9.96
Nursing Assistant IV	11.18
Pharmacy Technician	12.97
Phlebotomist	12.98
Registered Nurse I	15.47
Registered Nurse II	18.91
Registered Nurse II, Specialist	18.91
Registered Nurse III	22.88

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Deviational Manage TTT Resettation	22 00
Registered Nurse III, Anesthetist Registered Nurse IV	22.88 27.43
Information and Arts Occupations	27.43
Audiovisual Librarian	13.42
Exhibits Specialist I	13.38
Exhibits Specialist II	18.21
Exhibits Specialist III	20.48
Illustrator I	13.38
Illustrator II	18.08
Illustrator III	20.48
Librarian	18.40
Library Technician	11.24
Photographer I	12.03
Photographer II	13.89
Photographer III	18.91
Photographer IV	23.39
Photographer V	28.31
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.87
Counter Attendant	7.87
Dry Cleaner	9.86
Finisher, Flatwork, Machine	7.87
Presser, Hand	7.87
Presser, Machine, Drycleaning	7.87
Presser, Machine, Shirts	7.87
Presser, Machine, Wearing Apparel, Laundry	7.87
Sewing Machine Operator	10.63
Tailor	11.41
Washer, Machine	8.24
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	14.57
Tool and Die Maker	16.38
Material Handling and Packing Occupations	
Forklift Operator	13.42
Fuel Distribution System Operator	14.00
Material Coordinator	14.75
Material Expediter	14.75
Material Handling Laborer	12.20
Order Filler	10.45
Production Line Worker (Food Processing)	13.08
Shipping Packer	11.54
Shipping/Receiving Clerk	10.49
Stock Clerk (Shelf Stocker; Store Worker II)	12.94
Store Worker I	11.30
Tools and Parts Attendant	14.63
Warehouse Specialist	14.63
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	15.65
Aircraft Mechanic Helper	13.15
Aircraft Quality Control Inspector	16.13
Aircraft Servicer	14.09
Aircraft Worker	14.56
Appliance Mechanic	15.19
Bicycle Repairer	12.38
Cable Splicer	18.00
Carpenter, Maintenance	15.88

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~	14.56
Carpet Layer	14.56
Electrician, Maintenance	18.94
Electronics Technician, Maintenance I	17.73
Electronics Technician, Maintenance II	18.66
Electronics Technician, Maintenance III	20.61
Fabric Worker	12.81
Fire Alarm System Mechanic	15.65
Fire Extinguisher Repairer	13.62
Fuel Distribution System Mechanic	15.65
General Maintenance Worker	13.52
Heating, Refrigeration and Air Conditioning Mechanic	15.17
Heavy Equipment Mechanic	14.97
Heavy Equipment Operator	16.38
Instrument Mechanic	16.38
Laborer	10.23
Locksmith	15.19
Machinery Maintenance Mechanic	15.35
Machinist, Maintenance	14.89
Maintenance Trades Helper	13.15
Millwright	18.00
Office Appliance Repairer	16.71
Painter, Aircraft	15.53
Painter, Maintenance	16.44
Pipefitter, Maintenance	17.37
Plumber, Maintenance	16.97
	15.65
Pneudraulic Systems Mechanic	
Rigger	15.65
Scale Mechanic	14.56
Sheet-Metal Worker, Maintenance	16.64
Small Engine Mechanic	15.23
Telecommunication Mechanic I	16.90
Telecommunication Mechanic II	17.40
Telephone Lineman	16.90
Welder, Combination, Maintenance	14.23
Well Driller	15.65
Woodcraft Worker	15.65
Woodworker	12.73
Miscellaneous Occupations	
Animal Caretaker	8.75
Carnival Equipment Operator	9.07
Carnival Equipment Repairer	9.47
Carnival Worker	8.09
Cashier	6.70
Desk Clerk	8.22
Embalmer	19.02
Lifeguard	9.26
Mortician	17.39
Park Attendant (Aide)	11.63
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.67
Recreation Specialist	11.36
Recycling Worker	11.47
Sales Clerk	8.32
School Crossing Guard (Crosswalk Attendant)	8.09
Sport Official	8.05
Survey Party Chief (Chief of Party)	12.69
Surveying Aide	8.48
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Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.54
Swimming Pool Operator	11.13
Vending Machine Attendant	9.98
Vending Machine Repairer	11.13
Vending Machine Repairer Helper	9.98
Personal Needs Occupations	
Child Care Attendant	8.22
Child Care Center Clerk	10.24
Chore Aid	8.22
Homemaker	12.03
Plant and System Operation Occupations	
Boiler Tender	18.00
Sewage Plant Operator	16.25
Stationary Engineer	18.00
Ventilation Equipment Tender	13.15
Water Treatment Plant Operator	15.38
Protective Service Occupations	
Alarm Monitor	11.06
Corrections Officer	17.69
Court Security Officer	18.18
Detention Officer	17.69
Firefighter	16.75
Guard I	7.76
Guard II	12.17
Police Officer	20.49
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	14.52
Hatch Tender	14.52
Line Handler	14.52
Stevedore I	12.84
Stevedore II	13.80
Technical Occupations	
Air Traffic Control Specialist, Center (2)	29.93
Air Traffic Control Specialist, Station (2)	20.64
Air Traffic Control Specialist, Terminal (2)	22.73
Archeological Technician I	14.10
Archeological Technician II	15.87
Archeological Technician III	19.59
Cartographic Technician	19.69
Civil Engineering Technician	17.81
Computer Based Training (CBT) Specialist/ Instructor	21.91
Drafter I	10.23
Drafter II	11.64
Drafter III	15.93
Drafter IV	19.59
Engineering Technician I	11.77
Engineering Technician II	13.39
Engineering Technician III	18.06
Engineering Technician IV	22.37
Engineering Technician V	26.44
Engineering Technician VI	33.34
Environmental Technician	16.92
Flight Simulator/Instructor (Pilot)	25.63
Graphic Artist	18.05
Instructor	18.95
Laboratory Technician	13.72
-	- · · -

Mathematical Technician	19.46
Paralegal/Legal Assistant I	14.08
Paralegal/Legal Assistant II	16.56
Paralegal/Legal Assistant III	20.20
Paralegal/Legal Assistant IV	24.52
Photooptics Technician	20.21
Technical Writer	19.54
Unexploded (UXO) Safety Escort	19.02
Unexploded (UXO) Sweep Personnel	19.02
Unexploded Ordnance (UXO) Technician I	19.02
Unexploded Ordnance (UXO) Technician II	23.01
Unexploded Ordnance (UXO) Technician III	27.58
Weather Observer, Combined Upper Air and Surface Programs (3)	13.56
Weather Observer, Senior (3)	15.17
Weather Observer, Upper Air (3)	13.56
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	13.38
Parking and Lot Attendant	9.59
Shuttle Bus Driver	12.28
Taxi Driver	9.59
Truckdriver, Heavy Truck	16.63
Truckdriver, Light Truck	11.16
Truckdriver, Medium Truck	12.02
Truckdriver, Tractor-Trailer	16.63

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and

3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR

4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan

communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the

rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular

tour of duty, you will earn a night differential and receive an additional 10% of basic pay

for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of

basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-

house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents

a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of

"wash and wear" materials, may be routinely washed and dried with other personal garments.

and do not require any special treatment such as dry cleaning, daily washing, or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms of the

Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting

officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate

level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section

4.6 (C)(vi) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s)

and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed

classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the $\frac{1}{2}$

employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the

action, together with the agency's recommendations and pertinent information including the

position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2)

Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves

the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember,

it is not the job title, but the required tasks that determine whether a class is included

in an established wage determination. Conformances may not be used to artificially ${\tt split}$.

combine, or subdivide classifications listed in the wage determination.

CLAUSES INCORPORATED BY FULL TEXT

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

- (a) Definitions. As used in this clause --
- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
- (i) This contract is a construction contract; or
- (ii) The supplies being transported are--
- (A) Noncommercial items; or
- (B) Commercial items that--

- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);
- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --
- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;

- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.
- (f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

Section SF 1449 - CONTINUATION SHEET

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0001 10 Months

CUSTODIAL SERVICES - WYOMING VALLEY PROJECT OFFICE FFP
CUSTODIAL SERVICES - WYOMING VALLEY PROJECT OFFICE CONTRACT SPECIFICATIONS
(Scope of Work)

Custodial Services for the Wyoming Valley Project Office, 61 Water Street, Wilkes-Barre, PA for a period of one (1) year from the date of the contract (with option to renew for three (3) additional years). Payments will be made on a monthly basis.

Office has approximately 2,000 SF total (1st and 2nd floors). Cleaning services to be performed during regular office hours (8:00 a.m. - 4:30 p.m.).

Supplies NOT to be furnished by the Contractor: Toilet Tissue, Hand Towels, Soap, and Wastebasket Liners.

On Each Scheduled Visit to the Office (Three times per week, preferably Mon, Wed, and Fri):

- 1. Vacuum all carpeted floors and sweep and mop all tiled floors.
- 2. Dust all areas (surfaces of desks, tables, conference room table, cabinets, bookcases, etc.).
- 3. Empty waste baskets (approximately 12-14 wastebaskets).
- 4. Scrub and clean kitchen area (sink, counters, fixtures, etc.).
- 5. Scrub and disinfect bathroom (toilet, sink, counters, fixtures, etc.).

Once Weekly (On first scheduled visit each week):

- 1. Completely dust office area (tops of files, ledges, baseboards, stair rails, door louvers, trim, etc.).
- 2. Dust all window sills.
- 3. Dust and/or clean all telephones.
- 4. Dust and/or clean all pictures frames.

Once Monthly (On last scheduled visit each month):

- 1. Dust all venetian blinds.
- 2. Dust all light fixtures.

Additional Services (Twice per year):

1. Clean windows, inside and outside (May and September).

- 2. Shampoo carpeting (spot cleaning around fixtures/furniture, possibly on a Saturday).
- 3. Strip and wax all tiled and linoleum floors (kitchen, QA area, and 2 bathrooms).

GOVT POC: GEORGIANN SCHULT @ (570) 829-3053

BUYER POC: CHERI AMES @ (410) 962-3526

PURCHASE REQUEST NUMBER: W81W3G-2297-3344

NET AMT

FOB: Destination

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ITEM NO 0002

SUPPLIES/SERVICES

OUANTITY 12

UNIT Months UNIT PRICE

AMOUNT

OPTION

CUSTODIAL SERVICES - WYOMING VALLEY PROJECT OFFICE

CUSTODIAL SERVICES - WYOMING VALLEY PROJECT OFFICE CONTRACT SPECIFICATIONS

(Scope of Work)

Custodial Services for the Wyoming Valley Project Office, 61 Water Street, Wilkes-Barre, PA for a period of one (1) year from the date of the contract (with option to renew for three (3) additional years). Payments will be made on a monthly basis.

Office has approximately 2,000 SF total (1st and 2nd floors). Cleaning services to be performed during regular office hours (8:00 a.m. - 4:30 p.m.).

Supplies NOT to be furnished by the Contractor: Toilet Tissue, Hand Towels, Soap, and Wastebasket Liners.

On Each Scheduled Visit to the Office (Three times per week, preferably Mon, Wed, and Fri):

- 1. Vacuum all carpeted floors and sweep and mop all tiled floors.
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- 3. Empty waste baskets (approximately 12-14 wastebaskets).
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- 2. Dust all window sills.
- 3. Dust and/or clean all telephones.
- 4. Dust and/or clean all pictures frames.

Once Monthly (On last scheduled visit each month):

- 1. Dust all venetian blinds.
- 2. Dust all light fixtures.

Additional Services (Twice per year):

1. Clean windows, inside and outside (May and September).

- $2. \ \ Shampoo\ carpeting\ (spot\ cleaning\ around\ fixtures/furniture,\ possibly\ on\ a\ Saturday).$
- 3. Strip and wax all tiled and linoleum floors (kitchen, QA area, and 2 bathrooms).

GOVT POC: GEORGIANN SCHULT @ (570) 829-3053

BUYER POC: CHERI AMES @ (410) 962-3526

PURCHASE REQUEST NUMBER: W81W3G-2297-3344

NET AMT

FOB: Destination

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ITEM NO 0003 OPTION SUPPLIES/SERVICES

QUANTITY UNIT

UNIT PRICE

AMOUNT

12 Months
CUSTODIAL SERVICES - WYOMING VALLEY PROJECT OFFICE

FFP

CUSTODIAL SERVICES - WYOMING VALLEY PROJECT OFFICE

CONTRACT SPECIFICATIONS

(Scope of Work)

Custodial Services for the Wyoming Valley Project Office, 61 Water Street, Wilkes-Barre, PA for a period of one (1) year from the date of the contract (with option to renew for three (3) additional years). Payments will be made on a monthly basis.

Office has approximately 2,000 SF total (1st and 2nd floors). Cleaning services to be performed during regular office hours (8:00 a.m. - 4:30 p.m.).

Supplies NOT to be furnished by the Contractor: Toilet Tissue, Hand Towels, Soap, and Wastebasket Liners.

On Each Scheduled Visit to the Office (Three times per week, preferably Mon, Wed, and Fri):

- 1. Vacuum all carpeted floors and sweep and mop all tiled floors.
- 2. Dust all areas (surfaces of desks, tables, conference room table, cabinets, bookcases, etc.).
- 3. Empty waste baskets (approximately 12-14 wastebaskets).
- 4. Scrub and clean kitchen area (sink, counters, fixtures, etc.).
- 5. Scrub and disinfect bathroom (toilet, sink, counters, fixtures, etc.).

Once Weekly (On first scheduled visit each week):

- 1. Completely dust office area (tops of files, ledges, baseboards, stair rails, door louvers, trim, etc.).
- 2. Dust all window sills.
- 3. Dust and/or clean all telephones.
- 4. Dust and/or clean all pictures frames.

Once Monthly (On last scheduled visit each month):

- 1. Dust all venetian blinds.
- 2. Dust all light fixtures.

Additional Services (Twice per year):

1. Clean windows, inside and outside (May and September).

- 2. Shampoo carpeting (spot cleaning around fixtures/furniture, possibly on a Saturday).
- 3. Strip and wax all tiled and linoleum floors (kitchen, QA area, and 2 bathrooms).

GOVT POC: GEORGIANN SCHULT @ (570) 829-3053

BUYER POC: CHERI AMES @ (410) 962-3526

PURCHASE REQUEST NUMBER: W81W3G-2297-3344

NET AMT

FOB: Destination

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ITEM NO 0004 OPTION SUPPLIES/SERVICES

QUANTITY UNIT

UNIT PRICE

AMOUNT

12 Months
CUSTODIAL SERVICES - WYOMING VALLEY PROJECT OFFICE

FFP

CUSTODIAL SERVICES - WYOMING VALLEY PROJECT OFFICE

CONTRACT SPECIFICATIONS

(Scope of Work)

Custodial Services for the Wyoming Valley Project Office, 61 Water Street, Wilkes-Barre, PA for a period of one (1) year from the date of the contract (with option to renew for three (3) additional years). Payments will be made on a monthly basis.

Office has approximately 2,000 SF total (1st and 2nd floors). Cleaning services to be performed during regular office hours (8:00 a.m. - 4:30 p.m.).

Supplies NOT to be furnished by the Contractor: Toilet Tis sue, Hand Towels, Soap, and Wastebasket Liners.

On Each Scheduled Visit to the Office (Three times per week, preferably Mon, Wed, and Fri):

- 1. Vacuum all carpeted floors and sweep and mop all tiled floors.
- 2. Dust all areas (surfaces of desks, tables, conference room table, cabinets, bookcases, etc.).
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- 5. Scrub and disinfect bathroom (toilet, sink, counters, fixtures, etc.).

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- 2. Dust all window sills.
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- 4. Dust and/or clean all pictures frames.

Once Monthly (On last scheduled visit each month):

- 1. Dust all venetian blinds.
- 2. Dust all light fixtures.

Additional Services (Twice per year):

1. Clean windows, inside and outside (May and September).

- 2. Shampoo carpeting (spot cleaning around fixtures/furniture, possibly on a Saturday).
- 3. Strip and wax all tiled and linoleum floors (kitchen, QA area, and 2 bathrooms).

GOVT POC: GEORGIANN SCHULT @ (570) 829-3053 BUYER POC: CHERI AMES @ (410) 962-3526

PURCHASE REQUEST NUMBER: W81W3G-2297-3344

NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2003 TO 30-SEP-2004	N/A	WYOMING VALLEY PROJECT OFFICE GEORGIANN SCHULT U.S. ARMY CORPS OF ENGINEERS 61 WATER ST WILKES-BARRE PA 18702 (570) 829-3055 FOB: Destination	WYOMING
0002	POP 01-OCT-2003 TO 30-SEP-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WYOMING

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0003	POP 01-OCT-2004 TO 30-SEP-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WYOMING
0004	POP 01-OCT-2005 TO 30-SEP-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WYOMING

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors Commercial Items	OCT 2000
52.212-4	Contract Terms and ConditionsCommercial Items	FEB 2002
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.217-5	Evaluation Of Options	JUL 1990
52.217-8	Option To Extend Services	NOV 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-6 Alt I	Notice of Total Small Business Set-Aside (Jul 1996) -	OCT 1995
	Alternate I	
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.232-33	Payment by Electronic Funds TransferCentral Contractor	MAY 1999
	Registration	
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free EntryQualifying Country Supplies (End Products	AUG 2000
	and Components)	
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2001) (DEVIATION)

- (a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-5, Audit and Records-Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components –
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).
- (5) 52.222-41, the Service Contract Act as Amended (41 U.S.C. 351, et seq.) Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-00006).

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days of the expiration of the current contract period (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 September 2006.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) () It has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION Employee Class Monetary Wage-Fringe Benefits

\$8.83 (End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 Sept. 03 . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 01 October 2003, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.arnet.gov/far

http://www.farsite.hill.af.mil

http://www.dtic.mil/dfars

http://www.ccr.gov/index.cfm

http://www.ebs.nab.usace.army.mil

http://www.sba.gov/regulations/siccodes

http://www.dnb.com

(End of provision

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far

http://www.farsite.hill.af.mil

http://www.dtic.mil/dfars

http://www.ccr.gov/index.cfm

http://www.ebs.nab.usace.army.mil

http://www.sba.gov/regulations/siccodes

http://www.dnb.com

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (DEVIATION) clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10
	USC 2533a)

252.247-7023 Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631) 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10

U.S.C. 2631)

(End of clause)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

- (a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
- (b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.
- (c) Certifications. (1) The Offeror certifies that--
- (i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

				
1-4	Line Item Number	U.S.	Country of Origin	
List only qualifying countr	ry end products.)			
3) The Offeror certifies th	at the following end products a	re nonqualifying	country end products:	
	<u>Nonqualify</u>	qualifying Country End Products		
1-4	<u>Line Item Number</u>	U.S.	Country of Origin (If known)	
End of provision)				